Treasury Management Services
Deposit-On-Site
Terms and Conditions
(March 2014)

These terms and conditions contain product descriptions and guides for product use and are part of our service agreement with you for treasury management services (which may be titled the Treasury Management Services Comprehensive Agreement or the Master Treasury Management Services Agreement and is referred to here as the "Service Agreement"). Defined terms, not otherwise defined herein, shall have the same meaning ascribed to them in the Service Agreement. By using this Service, you agree to be legally bound by these terms and conditions and those in the Service Agreement.

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Deposit- On-Site.
This Service allows you to deposit checks electronically into your account with us by scanning them to make electronic images of the checks and releasing the images to us. We will use those electronic images to print substitute checks and enter them into the check collection system. We will provisionally credit your account for the deposit ("Remote Deposit").

The term "Substitute Check" has the meaning defined in the Check Clearing for the 21st Century Act and its implementing regulations ("Check 21"). Any undefined capitalized terms shall have the meanings defined in the Service Agreement or Check 21.

The Deposit On-Site service also offers the following optional features:

The Remittance feature allows users to scan a remittance coupon that complies with our specification standards to capture data from the remittance coupon that can be exported directly from Deposit On-Site (data only).

The Image Export feature offers the delivery of a daily, secure data transmission file which reflects prior Banking Day deposit details along with images of deposit tickets and checks. When used together with the Remittance feature, the transmission file contains images of the remittance coupons. Images may also be viewed through Deposit On-Site PINACLE® access.

All deposited Items and remittance coupon images will be available within Deposit On-Site for 35 days.

Account.
To use this Service, you must have a demand deposit account with us ("Account"). You agree to follow our procedures to maintain the Account. The terms and conditions of the Account Agreement for Business Accounts ("Account Agreement"), including without limitation, the section titled Deposit of Check Images, shall apply to your Remote Deposits. The terms of our Funds Availability Policy shall apply to the Substitute Checks or images deposited with us using this Service as though they were the original checks. Also, to use this Service you must agree to the terms and conditions of the PINACLE® Service.

Software and Materials.
We will provide you PINACLE® access to the Deposit-On-Site computer software program and its related documentation (collectively referred to as the "Program"). Additional requirements regarding the use of the Program are detailed below. We will provide a user manual and other appropriate materials that will give you details on how to use this Service. The user manual and any other materials are considered part of the Documentation for the Service and are incorporated herein by reference.

Browser Requirements.
You must use a browser that meets our security and other requirements in order to access PINACLE® and the Program. If necessary, you will be notified upon log in to upgrade your browser and will be provided the necessary links. Our supported browser versions are listed in the PINACLE® help section.

Security Procedures.
We will distribute to you certain Security Procedures such as passwords, verification codes or other procedures to control your ability to create, balance and release to us your Remote Deposit file. You will disclose the Security Procedures only to those individuals to whom they are issued or who otherwise are required to know them and instruct those individuals that they may not disclose them or otherwise make them available to unauthorized persons. You will maintain the confidentiality and security of all Security Procedures, whether selected by you or assigned by us in accordance with the Confidentiality requirements in the Service Agreement. You agree to notify us immediately of any known or suspected unauthorized use or other breach of the Security Procedures. In accordance with these Terms and Conditions, we shall be entitled to accept any information, Instruction, direction or transaction from any person using your Security Procedures. You agree that the use of your Security Procedures will have the same effect as your signature authorizing any Instruction or transaction. You are responsible for all statements made and acts or omissions that occur while your Security Procedures are being used. You are responsible for the Remote Deposit files that are released to us using this Service and the Security Procedures. Where you have authorized any other person to use your Security Procedures in any manner, your authorization shall be considered by us to be unlimited and will be effective until you revoke the authorization and change your Security Procedures.

Processing Guidelines.
You will release your Remote Deposit file, containing your checks images, to our secure site as directed in the user manual. The Program will provide our endorsement to each check image. Upon receipt of your Remote Deposit file, we will confirm our receipt of your deposit within a deposit detail report ("Deposit Detail Report"). Subject to these terms and conditions, the date of deposit is the date in the Deposit Detail Report, including for purposes of our Funds Availability Policy. After acknowledging receipt of your Remote Deposit, we will credit the checks in your Remote Deposit file to your designated Account. We will then process each check image for collection or create a Substitute Check for each check imaged in your file that meets the image quality standards set forth in the

Documentation, and process each Substitute Check for collection.

In order to credit the checks to your designated Account on the same Banking Day that we receive your Remote Deposit file, we must receive your file by 10:00 PM Eastern time. If the Remote Deposit file is received after that time, the file will be considered to have been received by us on the next Banking Day and the respective date will be reflected as the posting date for the deposit.

We will not process duplicate, partial or incomplete Remote Deposit files. If you cannot scan an original check or you do not want to use this Service to deposit an original check, you may deposit the original check at any of our branches and the check will be processed in accordance with the Account Agreement.

If the Substitute Check or an image of the Substitute Check is returned for any reason, we will return the check to you as an Image Replacement Document ("IRD") as defined in the American National Standards Institute's X9 standards. Subject to our right to refuse any item for deposit as stated in the Account Agreement, you may re-deposit any check that was deposited using this Service by sending or releasing to us another Remote Deposit file containing an image of the returned check or the IRD. After you have sent us an image of an original check for deposit, you may not deposit the original check with us or any other financial institution, even if the Substitute Check we created from your Remote Deposit or an image of such a Substitute Check is returned. You must employ appropriate measures to ensure that original checks are not deposited.

Deposit Limits.
We will establish deposit limits and check item limits for the remote deposit activity that you may initiate. The limits for remote deposit activity are the based on the maximum item dollar amount and accumulated remote deposit activity. Users with Administrative access can view the Company limits within the User Edit Screen. We may change your limits at any time in our sole discretion. If we receive a remote deposit file from you which alone, or in combination with any other aggregated deposit activity, exceeds your deposit limit, we may decline to process the file in our sole discretion. Our election to process any remote deposit file which exceeds any of your limits will not affect or limit our right to reject any future remote deposit transaction file which exceeds your limit at any time. We will not be liable for delaying or not processing a remote deposit file if such processing would cause your limit to be exceeded.

Purchase of Equipment and Retention of Checks.
When using this Service, you will follow the Service Agreement, including these Terms and Conditions, the Documentation, and the Account Agreement. While using this Service and upon reasonable notice, you agree that we can inspect your premises as we deem necessary within our sole discretion in order to determine your compliance with the provisions of the above-referenced documents. You must purchase the scanners that we believe in good faith are compatible with this Service. We will provide you a list of such scanners and will also recommend a vendor from whom you can purchase such scanners. Although you may purchase scanners from the list we provide or from a vendor not on such list, you agree that we have no liability to you or your agents for the use, purchase, maintenance, quality, or any other aspect of the scanners.

You agree to retain each original check, without affixing any void language to the original check, for a minimum of fourteen (14) calendar days from the posting date of the deposit ("Retention Period"). You agree, upon our request and during the Retention Period, to provide either an additional image copy of any check image that was released to us using this Service or the original check. You agree to store each original check or a copy of the imaged checks in a secure location. Upon reasonable notice, you agree that we can inspect the location where you keep the original checks and copies, but we have no obligation to conduct an inspection.

Deposit of Check Images.
You are responsible for determining whether an original check is eligible for deposit as a check image in accordance with these Terms and Conditions and the Documentation provided to you from time to time. Without limiting the foregoing, you shall not deposit (i) a check image created from any check or item that is not eligible for conversion to a Substitute Check, including but not limited to non-US dollar denominated checks, checks drawn on foreign banks, forward or return items in carrier documents, or photocopies in lieu or mutilated items, or (ii) an electronically created image that did not actually originate from a paper check.

You shall review each check image prior to releasing the check image to us in order to confirm the legibility and accuracy of the check image, and that the check image satisfies the quality standards as specified in our Documentation. You assume sole responsibility for ensuring that all information from the original check is accurately captured in the resulting check image.

You agree to comply with all Documentation that we provide to you with respect to the scanning of an original check, the creation of the check image and the submission of the check image to us. You acknowledge and agree that we do not separately verify that the check image is eligible for conversion to a Substitute Check or verify the accuracy, legibility or quality of the check image or MICR line information received from you. You acknowledge and agree that you are responsible for any copies of check images or original checks that you maintain, and you are responsible for any loss that may arise as a result of unauthorized access to or use of such original checks or check images. We are not obligated to accept a check image for deposit from you, and we may in our sole discretion reject a Remote Deposit at any time and request that you deposit the original check, except with respect to your rights to re-deposit any check that was deposited using this Service.

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When we transfer or present a check image, or a Substitute Check created from that check image, we make certain representations and warranties under contract or under applicable law, rule or regulation, including, without limitation, Check 21, clearinghouse rules and Federal Reserve Operating Circulars. With respect to each check image that you send or release to us, and each Substitute Check that we make from such a check image, you are deemed to make to us any representation or warranty that we make to any person (including without limitation a collecting bank, a Federal Reserve Bank, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee). You agree that a check image that is received by us using this Service or a Substitute Check created by us in accordance with these Terms and Conditions, shall be considered a check and/or an item for all purposes under the Service Agreement, including these Terms and Conditions, and the Documentation.

With respect to each check image that you send or release to us, and each Substitute Check that we make from such a check image, you shall indemnify and hold us harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (a) from a breach of a representation or warranty as set forth in these Terms and Conditions, (b) as a result of any act or omission by you in the creation of the check image or its release to us; (c) from any duplicate, fraudulent or unauthorized check, check image or Substitute Check that relates to the original check or the check image; or (d) from our action or inaction taken to collect, or otherwise in connection with, a check image that you send or release to us or a Substitute Check that we produce from such a check image. The foregoing indemnification obligation shall not apply if the losses, claims, damages, liabilities and expenses result solely from our gross negligence or willful misconduct.

Software Licensing Terms.
For this Service, we grant you a personal, nontransferable and nonexclusive license to use the Program as described herein. You may continue to use the Program until either party terminates the Deposit-On-Site Service. Your use of the Program is limited to you processing your checks for internal business purposes. Except as otherwise agreed by us, you are prohibited from using the Program for any purpose outside the scope of these Terms and Conditions.

You are responsible for acquiring, installing, and maintaining the data processing and related equipment necessary to properly operate the Program.

You acknowledge that you are obtaining no title to or ownership of the Program or other materials licensed or received as a result of these Terms and Conditions. No right is granted for use of the Program by any third party or by you to operate a Service Bureau.

You shall not copy, transfer or disclose the Program to any other person, firm or corporation except for your employees or agents who require such knowledge of the Program in the ordinary course and scope of their employment or affiliation with you. You shall not modify, disassemble, decompile, reverse assemble or reverse compile or engineer any part of the Program, in whole or in part, or permit any other person to do so without our prior written consent. You may not assign, loan, rent, electronically distribute or timeshare the Program. You must retain intact all applicable copyright, patent and trademark notices on and in all copies of the Program. This Section shall survive termination or expiration of this Service.

Termination of Service.
In addition to the termination provisions in the Service Agreement, we reserve the right to suspend your access to all or any portion of the Service at anytime without notice to you. Upon termination of this Service, your license to use this Service shall terminate and you shall discontinue use of the Program.

LIMITATION OF LIABILITY.

IN ADDITION TO THE LIMITATION OF LIABILITY LANGUAGE IN THE SERVICE AGREEMENT:

WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND IN CONNECTION WITH THIS SERVICE AND THE PROGRAM, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

UNDER NO CIRCUMSTANCES SHALL WE, ANY OF OUR AFFILIATES OR ANY OF OUR SUBCONTRACTORS, BE LIABLE TO YOU FOR CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, REVENUE, USE OF MONEY, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF SERVICE OR OTHER WORK OR IMPAIRMENT OF OTHER ASSETS OR FOR LOSS WHICH IS CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL, WHETHER FORESEEABLE OR UNFORESEEABLE, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, BASED ON OR ARISING OUT OF THE USE OF OR INABILITY TO USE THE PROGRAM OR THE SERVICE OR BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE.